

LISTING CONTRACT (EXCLUSIVE RIGHT TO SELL)

Date: Present moment date 6-01-28

In consideration of services to be performed by Your name, & SNYDER STRATEGY Realty, Inc.
(Broker/Company, hereinafter referred to as "Broker") for _____

_____, ("Seller"),
Seller appoints Broker as Seller's broker with irrevocable and exclusive right to sell, exchange, option, or lease the real property
known as _____ in _____ Township,
_____, County, This information can be found on the tax record Indiana
(zip code) legally described as: _____

_____, (the "Property").
Ex. Begins on or before (nine days after
This contract begins on present moment date > 6-10-28, and expires at 11:59 P.M. Six months from the date contract
subject to the following terms and conditions: begins

List Price: \$ _____ Possession: Negotiable
Seller represents that Seller ☐ is ☐ is not delinquent on any loans which could constitute a lien on the Property and
the total loans affecting the Property do not exceed the list price and costs of sale. Seller is not a party to any
bankruptcy proceeding. Also, Seller has the capacity to convey the Property by a general Warranty Deed or by
judicial sale, or mortgage foreclosure proceeding? ☐ Yes ☐ No. Seller ☐ is ☐ is not a "foreign person" (individual or entity).
Seller ☐ is ☐ is not subject to the Foreign Investment in Real Property Tax Act. See <http://www.irs.gov/publications/p515/index.html>.

Terms of Sale: The Property may be sold for cash or any of the following methods indicated below:
☒ Conventional Mortgage ☒ Conditional Sales Contract
☒ Insured Conventional Mortgage ☒ FHA
☐ Assumption of Existing Mortgage Balance ☒ VA
☐ Other _____

Seller agrees to pay costs associated with financing not to exceed _____.
Property Offered for Sale: The above list price includes the Property and all improvements and fixtures permanently installed and
affixed thereto, except Be very specific

Items of Personal Property included in the sale: Ex.: washer, dryer, stove, dishwasher, microwave, curtains, storage shed
Refrigerator, and anything else the seller wants to leave.

A. **EXCLUSIVE LISTING.** The parties understand and agree that this is an exclusive right to sell, option, exchange or lease
listing, and Broker shall be entitled to the commission hereinafter established which shall be payable upon the occurrence of
any of the following events:

1. at the time the Property is sold, optioned, exchanged or leased by any person, including the Seller, to any person
during the term of this contract or any renewal or extension thereof,
2. at the time Seller, Broker, or any other real estate licensee secures a buyer or lessee ready, willing and able to
purchase, option, exchange or lease the Property for such price and terms as specified, or such other price or terms
as Seller may accept,
3. at the time an agreement is entered into to sell, exchange, option or lease during the term of this contract or any
renewal or extension thereof, and ultimately completed after the termination of this contract,
4. the Property is sold, optioned, leased, or exchanged by Seller or any other person within 90 days
after termination of this Listing Contract to any person procured in whole or in part by the efforts of Broker, any
cooperating broker, or Seller, provided, however, this extension clause shall not apply if this Exclusive Listing
Contract terminates and the Property is listed exclusively with another licensed broker, or
5. at the time of default by Seller to any valid, fully executed, written agreement to sell, option, exchange, or lease the
Property.

Any commission required to be paid under items 1., 3. and 4. above shall be due and payable at the closing of the transaction
when title to or any interest in the Property is transferred to a buyer or lessee. Any commission required to be paid under items
2. and 5. above shall be due and payable upon demand by Broker. In the event that commission is not paid when due, then
Broker shall be entitled to interest at the rate of Leave blank % per annum until commission is paid.

If the Seller and a Buyer sign a Purchase Agreement, Option to Purchase Real Estate, Lease or the closing of the sale of the
Property will not take place until after the term of this contract, then this contract shall automatically be extended to coincide with
the closing date or term of the lease.

B. **BROKER'S COMMISSION.** The broker's commission charged by the listing Broker for services rendered, with respect to any
listing, is solely a matter of negotiation between Broker and Seller and is not fixed, controlled, suggested recommended or
maintained by the Indiana Association of REALTORS®, Inc., the local Board/Association of REALTORS®, the MLS (if
complete

(Property Address)

applicable) or any person not a party to the contract. **SELLER HAS BEEN ADVISED OF BROKER'S COOPERATIVE COMPENSATION POLICY, including the amount of compensation that will be offered to cooperating Brokers which is 7% % of the selling price.**

Seller shall pay in cash to Broker for services a total commission as follows:

1. 7% % of the selling/exchange price or option selling price, not less than \$ _____
2. In the event of a purchase option, the Seller agrees to compensate Broker _____ % of the consideration paid for an Option to Purchase.
3. In the event of a lease, the Seller agrees to compensate Broker _____ % of all amounts to be paid by a lessee to Seller over the term of the lease.
4. Other: _____

C. COMMISSION; ATTORNEY FEES. For purposes of this contract, the parties understand and agree that Broker's commission is deemed to be a share of the purchase money received by Seller. If any action is filed in relation to this Listing Contract, the unsuccessful party shall pay to the successful party a reasonable sum for the successful party's attorney's fees and court costs.

D. EARNEST MONEY. Broker is authorized to accept earnest money or any part of the purchase price and hold it in an escrow/trust account. In the event that Seller is to receive any portion of the earnest money, Seller authorizes Broker to keep any earnest money deposits up to the amount the commission would have been if the sale was completed in payment for Broker's expenses, services and advertising.

E. MLS INFORMATION (IF APPLICABLE). It is understood that the Broker may rely on the validity of the data pertaining to this Listing Contract which has been provided by the Seller, and the Seller agrees that Broker may disclose the data to a multiple listing service ("MLS"), Internet or any advertising media and that the Broker may furnish notice to a MLS or other provider of all changes of information concerning the Property. Seller has been advised of the benefits of marketing a property through a multiple listing service. Excluding a property from a multiple listing service may result in a lower number of offers received and lower sales price.

F. INFORMATION REGARDING PROPERTY. Seller acknowledges that the information on the Seller's Residential Real Estate Sales Disclosure Form (if applicable) and the information provided for the listing is true and correct, and that Seller is the owner of the Property or is the authorized agent(s) of the true owner with complete and full authority to act on behalf of the owner(s). Seller further warrants that no other listing contract is now in force with any other broker. The Seller(s) or authorized agent(s) agree to indemnify, actively defend and hold Broker, Company and its agents harmless from any damages, loss, liability and expenses including attorney fees and costs, arising from incorrect information or failure to supply material information regarding the Property, including, but not limited to the condition of appliances, heating, plumbing, electrical, sewage, major defects in structure, mold and/or other environmental conditions or hazards, location of property lines, public and private restrictions on the use of the Property, any loss or liability in conjunction with this agreement or with Broker or other licensees showing the Property including, but not limited to, injuries suffered by other licensees or prospective buyers.

G. ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE. Seller acknowledges that Listing Broker, Selling Broker and all licensees associated with Brokers are NOT experts and have NO special training, knowledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and other biological contaminants ("Environmental Contaminants") which might exist and affect the Property. Environmental Contaminants at harmful levels may cause property damage and serious illness, including but not limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young children and/or the elderly.

Seller agrees to consult with appropriate experts and accepts all risks for Environmental Contaminants and releases and holds harmless all Brokers, their companies and licensees from any and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants. This release shall survive the closing.

H. AGENCY DISCLOSURES.

1. **Office Policy.** Seller acknowledges receipt of a copy of the written office policy relating to agency.
2. **Agency Relationship.** I.C. 25-34.1-10-9.5 provides that a Licensee has an agency relationship with, and is representing, the individual with whom the Licensee is working unless (1) there is a written agreement to the contrary; or (2) the Licensee is merely assisting the individual as a customer without compensation. Licensee(Broker) represents the interests of the Seller as Seller's agent to sell the Property. Licensee owes duties of trust, loyalty, confidentiality, accounting and disclosure to the Seller. However, Licensee must deal honestly with a buyer and disclose to the buyer information about the Property. All representations made by Licensee about the Property are made as the agent of the Seller.
Seller is advised that the Property may be sold with the assistance of other Licensees working as buyer agents and complete

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that Licensee's company policy is to cooperate with and compensate buyer agents. Buyer agents are Licensees who show the Property to prospective buyers, but who represent only the interests of the buyer. Buyer agents owe duties of trust, loyalty, confidentiality, accounting and disclosure to buyers. All representations made by buyer agents about the Property are not made as the agent of the Seller.

3. **Limited Agency Authorization.** Licensee or the managing broker may represent Buyer as a buyer agent. If such a Buyer wishes to see the Property, Licensee has agency duties to both Seller and Buyer, and those duties may be different or even adverse. Seller knowingly consents to Licensee acting as a limited agent for such showings.

If limited agency arises, Licensee **shall not disclose** the following without the informed consent, in writing, of both Seller and Buyer:

- Any material or confidential information, except adverse material facts or risks actually known by Licensee concerning the physical condition of the Property and facts required by statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the parties.
- That a Buyer will pay more than the offered purchase price for the Property.
- That Seller will accept less than the listed price for the Property.
- Other terms that would create a contractual advantage for one party over another party.
- What motivates a party to buy or sell the Property.

In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any party and the limited agent or among Licensees.

Seller acknowledges that Limited Agency Authorization has been read and understood. Seller understands that Seller does not have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily to limited agency and waives any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee(s) arising from Licensee(s)' role of limited agent(s).

- I. **SELLER AUTHORIZATION AND COOPERATION.** Seller agrees to provide Broker with the required information necessary for entry into a MLS, Internet or other advertising media, to include electronic media and the use of any exterior/interior photos, if applicable. Seller will cooperate with Broker by permitting the Property to be shown at reasonable times and authorizes Broker to place and remove "For Sale" and other signs on the Property.

- Seller authorizes Broker and cooperating brokers, buyer brokers, Broker's personal assistants, contractors, inspectors, appraisers and others reasonably necessary to market the Property to enter the Property. Seller acknowledges that a buyer may enter the Property with contractors, inspectors or appraisers without being accompanied by Broker. Buyer or Buyer's broker may take videos, photos and electronic images of the Property.
- Seller will provide Broker with key(s) necessary to access the Property.
- Seller authorizes Broker to have duplicate keys made.
- Seller agrees not to rent or lease the Property during the term of this Listing Contract without written notification to Broker.
- Seller agrees that Broker may work with buyer brokers to assist in performing Broker's duties according to the terms of this Listing Contract.
- Seller grants to Broker an exclusive, non-revocable, copyright license to disseminate, publish, modify and reproduce all of the content of this Listing Contract, including but not limited to, price and terms of financing on a closed sale, photographs, drawings, written descriptions, narratives, and motion pictures obtained or produced by Broker and Broker's agents pursuant to this Listing Contract to members of the Indiana Association of REALTORS®, Inc., to other brokers upon request and to a MLS, Internet or any advertising media. Seller agrees that Broker shall own all rights, title and interest, including but not limited to, any copyright in Property images taken by Broker's photographers or agents.
- Seller authorizes its utility companies to divulge all utility information to Broker and to provide copies of utility statements, if requested. Seller's utility companies are as follows: This can be completed later
- Seller authorizes its Homeowner's Association (HOA) to divulge all HOA information to Broker and to provide copies of all HOA documents if requested. HOA Management Company: This can be completed later. HOA Contact Information: _____
- Seller authorizes its lending institution to divulge all mortgage information to Broker and to provide copies of the note and mortgage, if requested. Seller's lending institution is This can be completed later and the mortgage loan number is _____. If Seller's mortgage is subject to a pre-payment penalty, Seller agrees to give timely written notice to Seller's lender that the mortgage is to be pre-paid from the sale proceeds of the Property. It is acknowledged that Seller's failure to give this notice may result in a pre-payment penalty to be paid by Seller.
- Seller ☒ **does** ☐ **does not** authorize Broker to disclose the existence of written offers to Buyer. If Seller has authorized disclosure of the existence of offers on the Property, Broker shall also disclose, if asked, whether offers were obtained by the listing licensee, another licensee in the listing firm or by a cooperating broker. (NOTE: Disclosure of individual and company names is not necessary.)

- J. **LOCKBOX/KEY AUTHORIZATION/USE.** To facilitate access to the Property, a lockbox installation ☒ **is** ☐ **is not** authorized, subject to the following acknowledgments/conditions:
complete

1. Seller will safeguard valuables. Seller accepts responsibility for preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property.
2. Seller acknowledges Broker is not an insurer of Seller's real estate and personal property and waives claims against Broker and Broker's authorized persons for loss and/or damage. Seller further agrees to indemnify and hold harmless Broker and all authorized persons from claims by third parties from all loss and/or damage.
3. Seller instructs Broker to make reasonable efforts to notify Seller of showing requests. If Seller cannot be contacted to schedule a showing, Seller ☒ **authorizes** ☐ **does not authorize** Broker to access the Property.
4. Where a tenant/lessee occupies the Property, it is Seller's sole responsibility to obtain tenant/lessee consent to allow the use of a lockbox/key and consent for Broker to access the property.

K. FAIR HOUSING. The parties acknowledge that the Fair Housing Act prohibits discrimination in housing because of race, color, national origin, religion, sex, familial status, and handicap.

The National Association of REALTORS® Code of Ethics also prohibits REALTORS® from discriminating on the basis of sexual orientation or gender identity.

L. ADDITIONAL PROVISIONS.

1. Seller understands the terms of this Listing Contract and has received a copy.
2. The parties to this contract agree that it contains the entire agreement of the parties and cannot be changed except by their written consent.
3. The parties to this contract agree that it is binding upon the parties' heirs, administrators, executors, successors and assigns.
4. Seller acknowledges receipt of an estimate of selling expenses.
5. Seller acknowledges there are homeowner's association fees and/or assessments in the amount of \$ complete per complete, which have been paid by Seller through complete.
6. The parties to this contract agree that this contract may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this contract may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.
7. Broker may refer Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker does not guarantee the performance of any service provider. Seller is free to select providers other than those referred or recommended to Seller by Broker.
8. Broker is not and shall not be charged with the responsibility for the custody, management, care, maintenance, protection or repair of the Property nor for the protection or custody of any personal property located thereon, unless provided for in another written agreement.
9. Seller consents to receive communications from Broker via telephone, U.S. mail, email, text message and facsimile at the numbers/addresses provided to Broker unless Seller notifies Broker in writing to the contrary.
10. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.
11. Seller discloses to Listing Broker that Seller is licensed and holds License # This MUST be disclosed.

M. FURTHER CONDITIONS.

Complete this whenever you need to clarify any issues. Be very specific and clear, MUST ENSURE nothing is vague. Do not assume anything at all. Ask the questions to clarify.

<u>complete</u>	<u>complete</u>	
AGENT	IN LICENSE #	SELLER'S SIGNATURE DATE
<u>SNYDER STRATEGY Realty, Inc.</u>	<u>RB 14034119</u>	<u>complete</u>
BROKER OR COMPANY NAME	IN LICENSE #	PRINTED
<u>This can be signed later when uploaded to server</u>	<u>complete</u>	
ACCEPTED BY: MANAGING BROKER	DATE	SELLER'S SIGNATURE DATE
	<u>complete</u>	
	PRINTED	



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Form #01. Copyright IAR 2015



complete

(Property Address)



BUYER'S EXCLUSIVE AGENCY CONTRACT

For use only by members of the Indiana Association of REALTORS®

MANDATORY: must enter date

1 This Contract is entered into and shall commence on _____
2 by Complete (Broker) and
3 Complete (Buyer),
4 Buyer employs Broker for the purpose of exclusively assisting Buyer to locate property described below or other
5 property acceptable to Buyer, and to ~~negotiate terms and conditions acceptable to~~ Buyer for purchase of property. This
6 Contract shall terminate at midnight on **MANDATORY: must enter date** Contract shall automatically extend to
7 coincide with the closing date if it does not take place until after the term of this Contract.

8 A. **BROKER AGREES** to diligently attempt to locate property acceptable to Buyer; to negotiate price, terms and
9 conditions acceptable to Buyer, for the purchase of property; and shall act in the Buyer's best interest during the
10 term of this Contract.

11 B. **DESCRIPTION (INCLUDING, BUT NOT LIMITED TO, LOCATION, PRICE RANGE AND OTHER TERMS):**

12 **SNYDER STRATEGY agent will represent in all transactions conducted by Buyer (s)**
13 **during these contract dates. No exceptions.**
14

15 C. **BROKER'S COMPENSATION:**

16 1. **Retainer Fee:** Buyer has paid Broker a non-refundable retainer fee of \$ _____ U.S. Dollars.
17 This amount shall be credited to the total amount due at time of closing any transaction accomplished under
18 this agreement including, but not limited to, a lease with option to purchase.


19 2. **Commission:** In consideration for the services to be performed by Broker, Buyer also agrees to pay Broker a
20 commission of \$ _____ U.S. Dollars or _____ % of the total purchase price;
21 however, the total commission paid to Broker shall not be less than \$ _____ U.S. Dollars. **In the**
22 **event Seller pays a commission under a listing agreement and Broker, with the consent of Buyer, is to**
23 **receive any portion thereof, that portion shall be credited against Buyer's financial obligations to**
24 **Broker. Broker shall use Broker's best effort to cause the Seller or Seller's agent to satisfy the Buyer's**
25 **obligation to Broker.**

26 The commission shall be due, earned and promptly paid if:

27 a. Buyer or any other person acting for Buyer or on Buyer's behalf, acquires any real property or interest as
28 described herein during the term of this Contract through the services of Broker or otherwise.

29 b. Buyer or any other person acting for Buyer or on Buyer's behalf, acquires any real property or interest
30 described herein, which was disclosed to Buyer by Broker during the term of this Contract or
31 within _____
32 _____ after termination of this Contract.

3. Other: _____

33  **Broker's commission for services rendered, in respect to any broker, is solely a matter of negotiation**
34 **between the Broker and the Buyer and is not fixed, controlled, suggested, recommended or maintained by**
35 **the Indiana Association of REALTORS®, Inc., the local Board/Association of REALTORS®, the listing**
36 **service (if applicable) or any person not a party to the contract.**

37 D. **AGENCY DISCLOSURES:**

38 1. **Office Policy.** Buyer acknowledges receipt of a copy of the written office policy relating to agency.

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2. **Agency Relationships.** I.C. 25-34.1-10-9.5 provides that a Licensee has an agency relationship with, and is representing, the individual with whom the Licensee is working unless (1) there is a written agreement to the contrary; or (2) the Licensee is merely assisting the individual as a customer. Licensee (Broker) represents the interests of the Buyer as Buyer's agent to buy the Property. A licensee representing a Buyer has the following duties and obligations:

- (1) To fulfill the terms of the agency relationship made with the Buyer.
- (2) To disclose the nature of the agency relationship with the Buyer, and redefine and disclose if the relationship changes.
- (3) To promote the interests of the Buyer by:
 - (a) seeking a property with a price or lease rate and contract terms satisfactory to the Buyer; however, the licensee is not obligated to locate other properties to purchase while the Buyer is under contract to buy property, unless otherwise agreed between the parties;
 - (b) presenting all offers to purchase to and from the Buyer immediately upon receipt of an offer regardless of whether the Buyer is already under contract to buy property, unless otherwise directed by the Buyer;
 - (c) disclosing to the Buyer adverse material facts or risks actually known by the licensee concerning the real estate transaction;
 - (d) advising the Buyer to obtain expert advice concerning material matters that are beyond the licensee's expertise;
 - (e) timely accounting for all money and property received from the Buyer;
 - (f) exercising reasonable care and skill; and
 - (g) complying with the requirements of this chapter and all applicable federal, state, and local laws, rules, and regulations, including fair housing and civil rights statutes, rules, and regulations.

Licensee owes duties of trust, loyalty, confidentiality, accounting and disclosure to the Buyer. The duties of accounting and confidentiality extend beyond the agency relationship unless disclosure of confidential information is required by law, becomes public or the client gives written consent to disclose. A licensee representing a Buyer owes no duties or obligations to the seller except that a licensee shall treat all prospective sellers honestly and not knowingly give them false information. All representations made by Licensee are made as the agent of the Buyer.

Limited Agency Authorization. Licensee or the managing broker may represent Seller as a seller agent. If Buyer wishes to see the Property listed by Licensee or the managing broker, then Licensee has agency duties to both Buyer and Seller, and those duties may be different or even adverse. Buyer knowingly consents to Licensee acting as a limited agent for such showings.

If limited agency arises, Licensee **shall not disclose** the following without the informed consent in writing, of both Buyer and Seller.

- (a) Any material or confidential information, except adverse material facts or risks actually known by Licensee concerning the physical condition of the Property and facts required by statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the parties.
- (b) That a Buyer will pay more than the offered purchase price for the Property.
- (c) That a Seller will accept less than the listed price for the Property.
- (d) Other terms that would create a contractual advantage for one party over another party.
- (e) What motivates a party to buy or sell the Property.

In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any party and the limited agent or among Licensees.

Buyer acknowledges that Limited Agency Authorization has been read and understood. Buyer understands that Buyer does not have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily to limited agency and waives any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee(s) arising from Licensee's(s') role of limited agent(s).

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88 E. **CONSENT TO REPRESENT OTHER BUYERS:**

89 Buyer understands and agrees that Broker may from time to time represent other buyers who may be interested in
90 acquiring the same property as Buyer may wish to acquire. Buyer expressly waives any claim, including, but not
91 limited to, breach of fiduciary duty or breach of contract based solely upon Broker's representation of other buyers
92 who may be seeking to acquire the same property as Buyer, even if the other buyer represented by Broker does
93 acquire that property.

94 F. **RECORDINGS AT THE PROPERTY.** Buyer should be aware that an owner may utilize audio and/or video devices
95 to monitor their property. Buyer should not discuss negotiation strategies or other confidential information within a
96 property. Buyer hereby releases Broker, Broker Company and its agents from any liability which may result from
97 any recordings occurring within a property

98 G. **FAIR HOUSING.** The parties acknowledge that the Fair Housing Act prohibits discrimination in housing because of
99 race, color, national origin, religion, sex, familial status and disability. Due to Fair Housing risks, Broker will not
100 prepare, review, or submit personal information letters, including photographs, from Buyer to Seller. The National
101 Association of REALTORS® Code of Ethics also prohibits REALTORS® from discriminating on the basis of sexual
102 orientation or gender identity.

103 H. **CONFIDENTIALITY.** Buyer has been advised of the possibility that Sellers or Sellers' representatives may not treat
104 the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by
105 any confidentiality agreement between the parties.

106 I. **LEGAL DISCLAIMER.** Buyer acknowledges that the Broker is not a professional or expert in the matters of law,
107 financing, taxes, property conditions and/or inspections. In addition, the Broker has advised and recommended the
108 Buyer to seek expert assistance for advice on such matters. Broker makes no warranty or guarantee concerning
109 the service of such experts or their products, the condition of the property, the absence of defects therein, or the
110 suitability of such property for Buyer's purposes.

111 J. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding
112 against any other party brought under or with relation to this Agreement shall be additionally entitled to recover
113 court costs and reasonable attorney's fees from the non-prevailing party.

114 K. **WIRE FRAUD.** If you receive any electronic communication directing you to transfer funds or provide
115 nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM
116 BROKER OR TITLE COMPANY, do not respond until you verify the authenticity by direct communication
117 with Broker or Title Company. Do not rely on telephone numbers provided in the electronic
118 communication. Such requests may be part of a scheme to steal funds or use your identity to commit a
119 crime.

120 L. **FURTHER CONDITIONS:**

121 It should be noted, time, research and monies are invested with this representation by a SNYDER
122 STRATEGY agent. It is agreed upon, the buyer (s) agree to have stated agent to be paid through the
123 transaction and SNYDER STRATEGY agent will be the sole representative for the buyer (s) in any
124 transaction conducted within these dates of the contracts.
125

126 M. **ACKNOWLEDGEMENTS:**

- 127 1. Buyer has read and understands this Contract.
- 128 2. This Contract contains the entire agreement of the parties and can only be changed in writing and signed by all
129 parties.
- 130 3. This Contract is binding upon all the parties, their heirs, administrators, executors, successors and assigns.
- 131 4. Buyer has received an executed copy of this Contract.
- 132 5. Broker holds a valid Indiana Real Estate License.
- 133 6. Buyer consents to receive communications from Broker via telephone, U.S. mail, email and facsimile at the
134 numbers/addresses provided to Broker unless Buyer notifies Broker in writing to the contrary.
- 135 7. Buyer acknowledges that Broker has no duty to disclose the racial, ethnic or religious composition of any
136 neighborhood, community or building, nor whether persons with disabilities are housed in any home or facility,
137 except that the Broker may identify housing facilities meeting the needs of a disabled buyer.
- 138 8. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C. 25-34.1-10-6.8.

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139 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an
140 original, but all of which together shall constitute one and the same instrument. The parties agree that this Agreement
141 may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted
142 signatures constitute original signatures and are binding on the parties. The original document shall be promptly
143 delivered, if requested.

144	Complete		Complete
145	AGENT	IN LICENSE #	BUYER'S SIGNATURE DATE
146	Complete		Complete
147			
148	BROKER OR COMPANY NAME	IN LICENSE #	PRINTED
149	Complete		Complete
150			
151	ACCEPTED BY: MANAGING BROKER		BUYER'S SIGNATURE DATE
152			Complete
153			
154			
155			PRINTED

(Property Address)

SNYDER STRATEGY Realty, Inc.

OFFICE POLICY WITH REGARD TO AGENCY

As the Listing Company, ***SNYDER STRATEGY*** Realty, Inc. will represent the Seller exclusively as his agent.

As the Selling Company, ***SNYDER STRATEGY*** Realty, Inc. will represent the Buyer exclusively as his agent.

Under the following circumstances, ***SNYDER STRATEGY*** Realty, Inc. will represent both the Buyer and Seller and act as Limited Agents.

- The Listing Agent sells his/her own listing:
- The Agent represents either buyer or seller in a transaction with the Principal Broker or,
- The Agent represents either buyer or seller in a transaction with their own office's Managing Broker(s)

Limited Agency Authorization: If limited agency arises, Buyer/Seller acknowledges that Licensee shall not disclose the following without the informed consent, in writing, of both Buyer and Seller.

- 1) Any material or confidential information, except adverse material facts or risks actually known By the Licensee concerning the physical condition of the Property and facts required by Statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable And timely inspection of the property by the parties.
- 2) That a buyer will pay more than the offered purchase price for the Property.
- 3) That a Seller will accept less than the listed price for the Property.
- 4) What motivates a party to buy, sell or lease the Property.
- 5) Other terms that would create a contractual advantage for on (1) party over another party

Buyer/Seller acknowledges that there will be no imputation of knowledge or information between any party and the limited agent or among Licensees.

Buyer/Seller acknowledges that they do not have to consent to the limited agency in this transaction.

Buyer/Seller consents voluntarily to Licensee's limited agency capacity and waive any claims, damages, losses, expenses, including attorney's fees and costs, against Licensee arising from Licensee's role of limited agent.

Acknowledgement of Additional Service from *SNYDER STRATEGY* Realty, Inc.

State law compliance requirement is mandatory storage of seller & buyer files must be stored in a legal storage software mandated by law standards for 7 years. An Administrative Regulatory Fee (Admin. Fee) must be charged to comply with state legal requirements. This is a fee implemented as a result of increased responsibility for documenting, processing, copying, 7 year storage and retrieving documents at any time by request of state & federal government and third party legal requests.

Admin. Fee on Settlement Statement is a nominal charge of \$300.

Title company will charge this nominal fee to the seller and or buyer on the Settlement Statement.

By signing below, I acknowledge and accept the above policy.

Complete

Buyer/Seller (Signature) (Date)

Complete

Buyer/Seller (Printed)

Complete

Buyer/Seller (Signature) (Date)

Complete

Buyer/Seller (Printed)

VERY IMPORTANT: Required document for listing and purchase agreement transaction. This document states you the agent will retain confidential information and also disclose if you are representing both seller and buyer.

E. **METHOD OF PAYMENT: (Check appropriate paragraph number)** Check mark which one is applicable

1. ☐ **CASH:** The entire purchase price shall be paid in cash and no financing is required. Buyer to provide proof of funds within _____ days of acceptance.
2. ☒ **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a
☒ **Conventional** ☐ **Insured Conventional** ☐ **FHA** ☐ **VA** ☐ **Other:** _____ 30 _____ first mortgage loan for 95 _____ % of purchase price, payable in not less than _____ years, with an original rate of interest not to exceed Rate quoted % per annum and not to exceed 0 points. Buyer shall pay all costs of obtaining financing, except _____
- Ex.: Seller to pay up to \$3,500 in closing costs, prepaids, and any settlement costs noted.
Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender, FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or regulations and shall supersede any provisions of this Agreement.
3. ☐ **ASSUMPTION: (Attach Financing Addendum)**
4. ☐ **CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)**
5. ☐ **OTHER METHOD OF PAYMENT: (Attach Financing Addendum)**

F. **TIME FOR OBTAINING FINANCING:** Buyer agrees to make written application for any financing necessary to complete this transaction or for approval to assume the unpaid balance of the existing mortgage within 3 days after the acceptance of this Agreement and to make a diligent effort to meet the lender's requirements and to obtain financing in cooperation with the Broker and Seller. No more than 30 days after acceptance of the Agreement shall be allowed for obtaining loan approval or mortgage assumption approval. If an approval is not obtained within the time specified above, this Agreement may terminate unless an extension of time for this purpose is mutually agreed to in writing.

G. **CLOSING:**

1. **DATE:** The closing of the sale (the "Closing Date") shall be on or before Usually within 30 -45 days PA, or within 5 days after Final Loan Approval, whichever is later or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest date above must be by mutual written agreement of the parties.
If closing cannot occur by "Closing Date" due to any government regulation or lender requirement, the date of closing shall be extended for the period necessary to satisfy these requirements, not to exceed 7 business days.
2. **FEE:** The settlement or closing fee incurred in conducting the settlement charged by the closing agent or company shall be paid by ☒ **Buyer (included in allowance, if provided)** ☐ **Seller** ☐ **Shared equally.** Or check mark seller
3. **CONTINGENCY:** This Agreement: ☒ **is not** contingent upon the closing of another transaction; ☐ **is** contingent upon the closing of the pending transaction on the property located at _____
Seller needs to pay attention to this, _____ scheduled to close by _____.
4. **GOOD FUNDS:** Notwithstanding terms to the contrary, the Parties agree that as a condition to Closing, all funds delivered to the closing agent's escrow account be in such form that the closing agent shall be able to disburse in compliance with I.C. 27-07-3.7 et. seq. Therefore, all funds from a single source of \$10,000 or more shall be wired unconditionally to the closing agent's escrow account and all funds under \$10,000 from a single source shall be good funds as so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of the buyer to the closing agent's escrow account for the closing of this transaction shall become an expense to the buyer and the actual cost incurred shall appear on the closing statement.

H. **POSSESSION:** Seller's Counter offer: should take 10 days after closing to vacate property>>see ex counter offer

1. The possession of the Property shall be delivered to Buyer ☒ **at closing** ☐ **within** _____ days beginning the day after closing by ☐ **a.m.** ☐ **p.m.** ☐ **noon** or ☐ **on or before** _____ if closed. For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing \$ 150 per day. If Seller does not deliver possession by the date and time required in the first sentence of this paragraph, Seller shall pay Buyer \$ 150 per day as **liquidated damages** until possession is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.
2. **Maintenance of Property:** Seller shall maintain the Property in its present condition until its possession is delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing to determine whether Seller has complied with this paragraph. Seller shall remove all debris and personal property not included in the sale.
3. **Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option, may either (a) **terminate this Agreement with prompt return of earnest money to buyer** or (b) **elect to close the transaction**, in which event Seller's right to all real property insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.

complete

(Property Address)

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Contracts

4. **Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the day of possession.

Review survey below to determine what is best for your buyer

I. **SURVEY:** Buyer shall receive a (Check one) ☐ **SURVEYOR LOCATION REPORT**, which is a survey where corner markers are not set; ☐ **BOUNDARY SURVEY**, which is a survey where corner markers of the Property are set prior to closing; ☐ **WAIVED**, no survey unless required by lender; at (Check one) ☒ **Buyer's expense (included in allowance, if provided)** ☒ **Seller's expense** ☐ **Shared equally**. The survey shall (1) be received prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all improvements and easements, and (4) show the flood zone designation of the Property. If Buyer waives the right to conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees associated with Brokers are released from any and all liability relating to any issues that could have been discovered by a survey. This release shall survive the closing.

J. **FLOOD AREA/OTHER:** If the property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's expense. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents regarding the need for flood insurance and possible premium increases. Buyer ☒ **may** ☐ **may not** terminate this Agreement if the Property requires flood insurance. Buyer ☒ **may** ☐ **may not** terminate this Agreement if the Property is subject to building or use limitations by reason of the location, which materially interfere with Buyer's intended use of the Property.

K. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a favorable written commitment for homeowner's insurance within 10 days after acceptance of this Agreement.

L. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker, Selling Broker and all licensees associated with Brokers are NOT experts and have NO special training, knowledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and other biological contaminants ("Environmental Contaminants") which might exist and affect the Property. Environmental Contaminants at harmful levels may cause property damage and serious illness, including but not limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young children and/or the elderly.

Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property and its environmental status. The ONLY way to determine if Environmental Contaminants are present at the Property at harmful levels is through inspections.

Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental Contaminants and release and hold harmless all Brokers, their companies and licensees from any and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants. This release shall survive the closing.

M. **INSPECTIONS: (Check appropriate paragraph number)**

Buyer has been made aware that independent inspections disclosing the condition of the property are available and has been afforded the opportunity to require such inspections as a condition of this Agreement.

1. ☐ **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**

Buyer **WAIVES** inspections and relies upon the condition of the Property based upon Buyer's own examination and releases the Seller, the Listing and Selling Brokers and all licensees associated with Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing. Required FHA/VA or lender inspections are not included in this waiver.

2. ☒ **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (including Lead-Based Paint)**

Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA, or Buyer's lender(s). All inspections are at Buyer's expense (unless noted otherwise or required by lender) by licensed independent inspectors or qualified independent contractors selected by Buyer within the following time periods. **Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections. Seller must make all areas of the Property available and accessible for Buyer's inspection.**

INSPECTION/RESPONSE PERIOD: Buyer shall order all independent inspections after acceptance of the Purchase Agreement. Buyer shall have 10 days beginning the day following the date of acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").

Inspections may include but are not limited to the condition of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, complete

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well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or the following:

If the **INITIAL** inspection report reveals the presence of lead-based paint, radon, mold and other biological contaminants, or any other condition that requires further examination or testing, then Buyer shall have 10 additional days to order, receive and respond in writing to any additional reports.

If the Buyer does not comply with any Inspection/Response Period or make a written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the other party's Independent Inspection Response, then that inspection response is accepted. A timely request for extension is not an acceptance of the inspection response, whether or not granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and need of responding party to obtain additional opinions to formulate a response.

If Buyer reasonably believes that the Inspection Report reveals a **DEFECT** with the Property (under Indiana law, "Defect" means a condition that would have a significant adverse effect on the value of the Property, that would significantly impair the health or safety of future occupants of the Property, or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises), and after having given Seller the opportunity to remedy the defect Seller is unable or unwilling to remedy the defect to Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such defect and the transaction shall proceed toward closing. **BUYER AGREES THAT ANY PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND MINOR REPAIR ITEMS MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION OF THIS AGREEMENT.**

N. LIMITED HOME WARRANTY PROGRAM: Important for your buyers: ask for home warranty, this can help w/costs

Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer which ☒ will ☐ will not be provided at a cost not to exceed \$ Cost by sq footage charged to ☐ Buyer ☒ Seller and ordered by ☒ Buyer ☐ Seller. Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM may not cover any pre-existing defects in the Property nor replace the need for an independent home inspection. Broker may receive a fee from the home warranty provider and/or a member benefit. The Limited Home Warranty Program is a contract between Buyer/Seller and the Home Warranty Provider. The Parties agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with the Home Warranty Provider. Important: choose the home warranty when possible, you know our preferred vendor is legitimate

O. DISCLOSURES: (Check one)

1. Buyer ☒ has ☐ has not ☐ not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE.
2. Buyer ☒ has ☐ has not ☐ not applicable received and executed a LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT. Important; your buyer needs to sign these. These documents must be signed/initialed.

P. TITLE APPROVAL: Prior to closing, Buyer shall be furnished with ☒ a title insurance commitment for the most current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase price or ☐ an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any restrictions or easements of record not materially interfering with Buyer's intended use of the Property. A title company, at Buyer's request, can provide information about availability of various additional title insurance coverages and endorsements and the associated costs.

Owner's Title Insurance Premium and that portion of Title Service Fees incurred to prepare the Owner's Policy (including title search and examination and commitment preparation), to be paid by ☐ Buyer (included in allowance, if provided) ☒ Seller ☐ Shared equally. Seller pays for owner's title, Buyer pays for Lender title

Lender's Title Insurance Premium and that portion of Title Service Fees incurred to prepare the Lender's Policy (including title search and examination and commitment preparation), if applicable, to be paid by ☒ Buyer (included in allowance, if provided) ☐ Seller ☐ Shared equally ☐ Other _____

The parties agree that ☒ Seller ☐ Buyer will select a title insurance company to issue a title insurance policy and will order the commitment ☐ immediately or ☐ other: _____

Pursuant to Federal and State law, Seller cannot make Seller's selection of a title insurance provider a condition of this Agreement.

Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed and vendor's affidavit), so that marketable title can be conveyed.

complete

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263 Q. **TAXES: (Check appropriate paragraph number)**

- 264 ☐ 1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on
265 _____, _____, and all taxes due thereafter. At or before closing, Seller shall pay all
266 taxes for the Property payable before that date.
267 ☒ 2. All taxes that have accrued for any **prior calendar year** that remain unpaid shall be paid by Seller either to
268 the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the
269 **current calendar year** shall be prorated on a calendar-year basis as of the day immediately prior to the
270 Closing Date.

271 **Important:** This is always prorated to day of closing, the seller is never caught up, taxes are 1 1/2 years in arrears.

272 **For purposes of paragraph 1 and 2:** For the purpose of determining the credit amount for accrued but unpaid
273 taxes, taxes shall be assumed to be the same as the most recent year when taxes were billed based upon *certified*
274 tax rates. This shall be a final settlement.

- 275 ☐ 3. **FOR RECENT CONSTRUCTION OR OTHER TAX SITUATIONS.** Seller will give a tax credit of
276 \$ _____ to Buyer at closing. This shall be a final settlement.

278 **WARNING: THE SUCCEEDING YEAR TAX BILL FOR RECENTLY CONSTRUCTED HOMES OR FOLLOWING**
279 **REASSESSMENT PERIODS MAY GREATLY EXCEED THE LAST TAX BILL AVAILABLE TO THE CLOSING AGENT.**

281 **Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.**

282 **Buyer may apply for current-year exemptions/credits at or after closing.**

283 **R. PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or
284 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not
285 limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall
286 pay any special assessments applicable to the Property for municipal improvements previously made to benefit the
287 Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in
288 assessments and that no governmental or private agency has served notice requiring repairs, alterations or
289 corrections of any existing conditions. Public or municipal improvements which are not completed as of the date
290 above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special
291 assessments for municipal improvements completed after the date of this Agreement.

292 **S. TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the
293 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in
294 writing to a different date and/or time.

295 **Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and**
296 **delivery of such offer/counter offer.**

297 **T. HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"):** Documents for a **mandatory**
298 membership association shall be delivered by the Seller to Buyer within 10 days after acceptance of this
299 Agreement, but not later than 10 days prior to closing pursuant to I.C. 32-21-5-8.5. Brokers are not responsible for
300 obtaining or verifying this information. If the Buyer does not make a written response to the documents within 10
301 days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept the
302 provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the
303 Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of sale required by the
304 Association shall be obtained by the Seller, in writing, within 10 days after Buyer's approval of the documents.
305 Fees charged by the "Association", or its management company, for purposes of verification of good standing
306 and/or transfer of ownership shall be shared equally by Buyer and Seller. Start-up or one time reserve fees, if any,
307 shall be paid by Buyer. **Important: Call sellers or lender or title company to get website link and phone #'s**

308 **Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.**
309 **Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site**
310 **conditions that could affect the Property.**

311 **U. ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding
312 against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled
313 to recover court costs and reasonable attorney's fees from the non-prevailing party.

314 **V. ADDITIONAL PROVISIONS:**

- 315 1. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/
316 assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
317 2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence
318 insurance.

319 **complete**

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3. The Indiana State Police has created a registry of known meth contaminated properties which can be found at www.in.gov/meth. Click on "Clan Lab Addresses." Broker is not responsible for providing or verifying this information.
4. The Indiana Sheriff's Sex Offender Registry (www.indianasheriffs.org) exists to inform the public about the identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying this information.
5. Conveyance of this Property shall be by general Warranty Deed, or by _____, subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
6. If it is determined Seller is a "foreign person" subject to the Foreign Investment in Real Property Tax Act, Seller will pay applicable tax obligation.
7. Any notice required or permitted to be delivered shall be deemed received when personally delivered, transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid, certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.
8. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.
9. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
10. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties' respecting the transaction and cannot be changed except by their written consent.
11. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.
12. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or recommended to them by Broker(s). The Parties agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with any service provider.
13. By signing below, the parties to this transaction acknowledge: 1) receipt of a copy of this Agreement; and 2) information regarding this transaction may be published in a multiple listing service, Internet or other advertising media.
14. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed until this transaction is closed.
15. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.
16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # This MUST be disclosed.
17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.

W. FURTHER CONDITIONS (List and attach any addenda): _____

Your Buyers: This is used for specific clarification and any issues your buyer wants to address. Do NOT have any assumptions in the purchase agreement

Your Sellers must review this part very carefully to ensure what is being asked and if it conflicts with anything else in the purchase agreement. If there is an extra cost added; this must be added on the Estimated Net Proceeds.

Earnest Money Clause: It is the policy to include the following statements to protect your buyer's EM.

1. Earnest Money (100%) will be returned to buyer within 3 days if an inspection response cannot be agreed upon at any time.
2. Earnest Money (100%) will be returned to buyer within 3 days, if lender financing cannot be obtained.

complete

(Property Address)

398 X. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this
399 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the
400 transaction to which it relates. In any real estate transaction, it is recommended that you consult with a
401 professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the
402 condition of the Property. **Check accordingly, ensure the Office Policy in Regard to Agency must be signed also**
403

404 Y. **ACKNOWLEDGEMENTS:** This ☐ is ☐ is not a limited agency transaction. Buyer and Seller acknowledge that
405 each has received agency office policy disclosures, has had agency explained, and now confirms all agency
406 relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved
407 in this transaction. By signature below, the parties verify that they understand and approve this Purchase Agreement
408 and acknowledge receipt of a signed copy.
409

410 Z. **EXPIRATION OF OFFER:** Unless accepted by Seller and delivered to Buyer by 8:00 pm ☐ A.M. ☒ P.M.
411 ☐ Noon, the _____ day of _____, this Purchase Agreement shall be null and void and all
412 parties shall be relieved of any and all liability or obligations.

413 **Give the sellers 48 hours to respond & during counter offers 24 hours to respond**

414 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed
415 an original but all of which together shall constitute one and the same instrument. The parties agree that this
416 Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or
417 digitally transmitted signatures constitute original signatures and are binding on the parties. The original document
418 shall be promptly delivered, if requested.
419

421	complete		complete	
422				
423	BUYER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE
424	complete		complete	
425				
426	PRINTED		PRINTED	
427				

428 AA. **SELLER'S RESPONSE:** (Check appropriate paragraph number):

429
430 This _____ day of _____, at _____ ☐ A.M. ☐ P.M. ☐ Noon

431
432 ☐ 1. The above offer is Accepted. **Very Important:** The sellers must sign and complete and this must be part of
433 counter offer 1. Two signatures on every document of PA and counter offers are
434 ☐ 2. The above offer is Rejected. necessary to have a legal binding contract. All information must be completed.
435
436 ☐ 3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and
437 the Counter Offer.
438

439	complete		complete	
440				
441	SELLER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE
442	complete		complete	
443				
444	PRINTED		PRINTED	
445				



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COUNTER OFFER #

One <<these numbers just go in order after each Client writes a counter offer

1:00

☐ A.M. ☒ P.M.

6-01-28

The undersigned makes the following Counter Offer to the Purchase Agreement dated _____ concerning property commonly known as _____ in _____ Township, _____ County, _____ Indiana between: _____ as Seller(s) and _____ as Buyer(s).

Key points when Countering:

You specifically write a counter for all the items your buyer or seller disagree with. If you agree with the item in the purchase agreement or counters, you simply do not restate anything about that item. It is understood then; you accepted the items. **ONLY COUNTER WHAT YOU DISAGREE WITH.**

Key points for Responding to deadline time:

State the Following: Time to respond to counter offer one (whichever doc you are referring to) has been extended to 8:00 pm on 6-08-28.

Key statements when Seller wants to stay after closing transaction for # of days:

State the Following: Seller will vacate property 10 days after transaction has closed. During this time period, Seller will not pay any rent monies to buyer.

Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and delivery of such offer/counter offer.

All other terms and conditions of the ~~Purchase Agreement and all previous Counter Offers~~ shall remain in effect except as modified by this Counter Offer.

Give 24 hours to have the buyer or seller respond to Counter

This Counter Offer # _____ is void if not accepted in writing on or before _____ ☐ A.M. ☐ P.M. ☐ Noon on _____.

This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be transmitted between them by facsimile machine. The parties intend that faxed signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.

Pluto Disney 6-01-28

☐ SELLER ☒ BUYER SIGNATURE DATE

☐ SELLER ☐ BUYER SIGNATURE DATE

Pluto Disney

PRINTED

PRINTED

This info. has to be completed>>>>>>

RESPONSE TO COUNTER OFFER # _____

The above Counter Offer # _____ is ☐ Accepted ☐ Countered ☐ Rejected at _____ ☐ A.M. ☐ P.M. ☐ Noon on _____, _____. Receipt of a signed copy of this Counter Offer is acknowledged.

☐ SELLER ☐ BUYER SIGNATURE DATE

☐ SELLER ☐ BUYER SIGNATURE DATE

REMEMBER: You must have two signatures on counters and purchase agreement to have a binding contract No exceptions to this rule.

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BUYER'S INSPECTION RESPONSE # ONE <<keep track of your clients docs **CONDITIONAL ACCEPTANCE OF PROPERTY CONDITION**

1 Date: 6-01-28
 2 Property Address: 1234 Mickey Mouse lane, Orlando, FL 23410
 3 _____
 4 _____

5 Check one:
 6 ☐ Buyer accepts Property provided Seller corrects the following conditions:

7 **Key points when evaluating Inspection report: Hability vs Cosmetics:**
 8 **main issues> plumbing, roof, basement issues, hvac, furnace, a/c unit & electrical, water leakage/flooding**
 9 **REMEMBER: your inspector is a general inspector, not a specific licensed inspector.**
 10 **Key statements: copy & paste specific problem from report & inspector's recommendation and state the**
 11 **following: Seller to hire a licensed plumbing (name of specific contractor) contractor to repair and or re-**
 12 **place to code standards. STATE THIS at the end of the responses>> Seller will provide all receipts and**
 13 **warranties within 3 days prior to closing.**
 14 **Seller Note: needs to obtain FREE estimates from licensed contractors when responding to repair requests.**
 15
 16
 17

18
 19 Addendum to Inspection Response ☐ is ☐ is not attached.
 20 Buyer shall have the right to inspect and accept Seller's repairs prior to closing.

21 ☒ Other:
 22 _____
 23 _____

24 **Key points when Responding: You specifically write a response for all the items your buyer or seller will re-**
 25 **pair. This is not a counter offer. ONLY THE ITEMS YOUR client will repair is stated.**
 26
 27
 28

29 ☒ A complete copy ☐ Appropriate pages of the Inspection Report(s) is/are attached.
 30
 31

32 Seller shall respond on or before **Give a minimum of 10 days>> 6-11-28** . IF SELLER FAILS TO RESPOND OR
 33 FAILS TO REQUEST IN WRITING AN EXTENSION OF TIME TO RESPOND, SELLER ACCEPTS BUYER'S
 34 INSPECTION RESPONSE ABOVE.
 35
 36

37 After complying with selected item above, the Buyer releases and holds harmless the Seller, all Brokers, and
 38 their companies from any and all liability, including attorney's fees and costs, arising out of or related to any
 39 inspection, inspection result, repair, disclosed defect or deficiency affecting the Property, including but not
 40 limited to lead-based paint, radon, mold and other biological contaminants. This release shall survive the
 41 closing.
 42

43 *Pluto Disney* 6-01-28

45 BUYER'S SIGNATURE _____ DATE _____	BUYER'S SIGNATURE _____ DATE _____
46 <u>Pluto Disney</u>	
47 _____	_____
48 PRINTED _____	PRINTED _____



51 Prepared and provided as a member service by the Indiana Association of REALTORS®, Inc. (IAR). This form
 52 is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice.
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LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
(SALES)

Listing Agent must have this completed by Seller if house is built prior to 1978

PROPERTY ADDRESS: Complete address

LEAD WARNING STATEMENT

Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE

(a.) Presence of lead-based paint and/or lead-based paint hazards **(check (i) or (ii) below) >> Seller must check boxes**

- (i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
- (ii) ☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b.) Records and reports available to the seller: **(check (i) or (ii) below)**

- (i) ☐ Seller has provided the buyer with all available records and reports including Seller's Residential Real Estate Sales Disclosure form, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the housing (list and attach documents below): _____
- (ii) ☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGEMENT (initial) >> Seller must check box-

- (c.) _____ Buyer has received copies of all information listed above.
- (d.) _____ Buyer has received the pamphlet Protect Your Family From Lead In Your Home
- (e.) _____ Buyer has **(check (i) or (ii) below)**:
- (i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards;
- OR
- (ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

SEND vial email Lead Base Paint booklet , go to company library for copy of booklet.

BROKER'S ACKNOWLEDGMENT (initial)

MANDATORY: Listing Agent must initial

- (f.) _____ Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance. (NOTE: where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)

Complete address

(Property Address)

44 **CERTIFICATION OF ACCURACY**

45 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have
46 provided is true and accurate.

47
48 This *Certification* and *Acknowledgment* may be executed simultaneously or in two or more counterparts, each of which shall be
49 deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this *Certification*
50 and *Acknowledgment* may be transmitted between them electronically or digitally. The parties intend that electronically or digitally
51 transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly
52 delivered, if requested.

53 **Complete**

Complete

54
55 SELLER'S SIGNATURE _____ DATE _____

BUYER'S SIGNATURE _____ DATE _____

56 **Complete**

Complete

57
58 PRINTED _____

PRINTED _____

59 **Complete**

Complete

60
61 SELLER'S SIGNATURE _____ DATE _____

BUYER'S SIGNATURE _____ DATE _____

62 **Complete**

Complete

63
64 PRINTED _____

PRINTED _____

65
66
67 LISTING BROKER _____ DATE _____

SELLING BROKER _____ DATE _____

**VERY IMPORTANT: Listing Broker
Must sign as part of this contract**

**VERY IMPORTANT: Selling Broker
(Buyers Agent) Must sign as part of this
contract**



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(Property Address)

**SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE**

State Form 46234 (R6/6-14)

Date (month, day, year)

Note: This form has been modified from the version currently found at 876 IAC 9-1-2 to include questions regarding disclosure of contamination related to controlled substances or methamphetamine as required by

P.L. 180-2014. Rule revisions will be made to 876 IAC 9-1-2 to include these changes in the near future, however the Commission has made this information available now through this updated form.

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT knowledge and belief. Seller does not intend to obtain professional advice or inspections of the property and provide for appropriate provisions for the property. The representations in this form are the representations of the owner and are not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 32-21-5) generally requires a seller to disclose the physical condition of the property. An owner must complete and sign the disclosure form and submit the form to the buyer.

VERY IMPORTANT: Listing Agent does NOT Complete and does NOT write on this document

Property address (number and street, city, state, and ZIP code)

1. The following are in the conditions indicated:

[illegible]

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller complete	Date (mm/dd/yy)	Signature of Buyer complete	Date (mm/dd/yy)
Signature of Seller complete	Date (mm/dd/yy)	Signature of Buyer complete	Date (mm/dd/yy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing) At closing	Date (mm/dd/yy)	Signature of Seller (at closing) At closing	Date (mm/dd/yy)

VERY IMPORTANT: Listing Agent does NOT Complete and does NOT write on this document

Property address (number and street, city, state, and ZIP code)									
2. ROOF		YES	NO	DO NOT KNOW	4. OTHER DISCLOSURES		YES	NO	DO NOT KNOW
Age, if known Years.					Do structures have aluminum wiring?				
Does the roof leak?					Are there any foundation problems with the structures?				
Is there present damage to the roof?					Are there any encroachments?				
Is there more than one layer of shingles on the house?					Are there any violations of zoning, building codes,				
If yes, how many layers?									
3. HAZARDOUS CONDITIONS		<p>VERY IMPORTANT: Sellers must be extremely truthful and if does not know, then the Sellers then should check mark "Do not Knw" Sellers must understand this is a legal document to used as a legal reference in selling a house. The sellers must tell the truth.</p>							
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?									
Is there any contamination caused by the manufacture or a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?					Is the access to your property via a private road?				
					Is the access to your property via a public road?				
					Is the access to your property via an easement?				
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?					Have you received any notices by any governmental or quasi-governmental agencies				
Explain:		<p>VERY IMPORTANT: Buyers must sign at time of signing purchase agreement. Buyer is only acknowledging receiving this document. The Buyer by law is only acknowledging the information and is not in agreement or disagreement with the information.</p>							
E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages, if necessary)					Have any structures been treated for wood destroying insects?				
					Are the furnace/woodstove/chimney/flue all in working order?				
					Is the property in a flood plain?				
					Do you currently pay for flood insurance?				
					Does the property contain underground storage tank(s)?				
					Is the homeowner a licensed real estate salesperson or broker?				
		<p>VERY IMPORTANT: Sellers must sign AT CLOSING TO ensure they left the house and property in the same condition or better.</p> <p>Whether you are Listing Agent or Buyers Agent, take both pages to Closing and have the Sellers sign document. This is state law.</p>			Regarding				
					ins and/or				
					an				
The information contained in this Disclosure is not a warranty, representation, or knowledge. A disclosure form is not a substitute for inspections or warranties that the prospective buyer should obtain. The physical condition of the property or condition of the disclosure form was provided. Seller and Buyer agree that the information disclosed on the Seller's CURRENT ACTUAL may not be used as a substitute for any required to disclose any material change in substantially the same as it was when the									
Signature of Seller complete		Date (mm/dd/yy)		Signature of Buyer complete		Date (mm/dd/yy)			
Signature of Seller complete		Date (mm/dd/yy)		Signature of Buyer complete		Date (mm/dd/yy)			
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.									
Signature of Seller (at closing) At closing		Date (mm/dd/yy)		Signature of Seller (at closing) At closing		Date (mm/dd/yy)			



FORM #03.

